

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ACE INSURANCE LTD.,

Plaintiff,

v.

DART EXPRESS (S) PTE LTD.,

Defendant.

Civil Action No.  
07 Civ. 7920 (SAS) (DFE)

**ANSWER OF DEFENDANT  
DART EXPRESS (S) PTE LTD.**

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Defendant DART EXPRESS (S) PTE LTD. ("DART"), by and through its attorneys, Condon & Forsyth LLP, for its Answer to the Complaint, states:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 of the Complaint.
2. Admits the allegations in paragraph 2 of the Complaint.
3. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Complaint.

**AS AND FOR THE  
FIRST CAUSE OF ACTION**

4. Answering paragraph 4 of the Complaint, defendant DART repeats and reiterates each and every admission and denial in paragraphs 1 through 3 inclusive of the of this Answer with the same force and effect as if set forth herein at length.

5. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 5 through 7 inclusive of the Complaint.

6. Denies each and every allegation contained in paragraph 8 of the

Complaint.

7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 9 and 10 inclusive of the Complaint.

**AS AND FOR THE  
SECOND CAUSE OF ACTION**

11. Answering paragraph 11 of the Complaint, defendant DART repeats and reiterates each and every admission and denial in paragraphs 1 through 11 inclusive of this of the Answer with the same force and effect as if set forth herein at length.

12. Denies each and every allegation contained in paragraphs 12 and 13 of the Complaint.

**AS AND FOR THE  
THIRD CAUSE OF ACTION**

13. Answering paragraph 14 of the Complaint, defendant DART repeats and reiterates each and every admission and denial in paragraphs 1 through 12 inclusive of the of this Answer with the same force and effect as if set forth herein at length.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations that "cargo was in good order and condition" and denies the balance of paragraph 15 inclusive of the Complaint.

15. Denies each and every allegation contained in paragraph 16 of the Complaint.

**AS AND FOR THE  
FOURTH CAUSE OF ACTION**

16. Answering paragraph 17 of the Complaint, defendant DART repeats and reiterates each and every admission and denial in paragraphs 1 through 15 inclusive of this of the

Answer with the same force and effect as if set forth herein at length.

17. Denies each and every allegation contained in paragraphs 18 and 19 of the Complaint.

#### **FIRST AFFIRMATIVE DEFENSE**

18. Defendant DART alleges that whatever injury or damage may have been sustained by Plaintiff was caused by the direct and proximate negligence of other parties, their agents or employees or by others unknown at this time over whom Defendant DART had no control at any time relevant hereto, and in the event Defendant DART is found liable to Plaintiff, which liability is expressly denied, Defendant DART will be entitled to indemnification, contribution or apportionment of liability pursuant to applicable law.

#### **SECOND AFFIRMATIVE DEFENSE**

19. Defendant DART is not liable to Plaintiff for damages described in the Complaint because the alleged damage was not proximately caused by any negligence or culpable conduct on the part of Defendant DART, but was caused or contributed to by the negligence of Plaintiff, its agents or other parties.

#### **THIRD AFFIRMATIVE DEFENSE**

20. Defendant DART alleges that pursuant to its conditions of carriage set forth in the relevant contract of transportation, it is not liable to Plaintiff or, in the alternative, its liability is limited.

#### **FOURTH AFFIRMATIVE DEFENSE**

23. Plaintiff's damages were caused and brought about by an intervening and superseding cause and were not caused by Defendant DART, or by any person for whom Defendant DART is responsible.

**FIFTH AFFIRMATIVE DEFENSE**

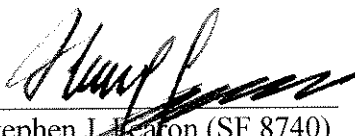
24. The Complaint fails to state a claim against Defendant DART upon which relief can be granted.

**SIXTH AFFIRMATIVE DEFENSE**

25. The venue of this action is improper.

WHEREFORE, defendant DART EXPRESS (S) PTE LTD. demands a judgment dismissing the Complaint in its entirety or, alternatively, transferring the case to a proper venue, or a judgment limiting its liability pursuant to the foregoing, together with the costs and disbursements of this action and such other and further relief which this Court deems just and proper.

CONDON & FORSYTH LLP

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